

ORIGINAL COPY

COMMUNICATIONS SITE LEASE AGREEMENT

SUBLEASE

This COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into between COX CALIFORNIA PCS, INC., a Delaware corporation ("Lessee") and YMCA OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation, (which acquired title as Young Mens Christian Association) ("Lessor").

The parties hereto agree as follows:

1. Premises. Lessor owns the real property described in Attachment 1 commonly known as 9440 Fairgrove Lane, San Diego California ("Lessor's Property"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property depicted in Attachment 2, and any applicable easements for access and utilities (the "Premises"). The precise location of the Premises shall be as delineated on the plans Lessor approves under Section 5(b) below. Such approved plans shall control to describe the Premises in the event of any discrepancy between the delineation of the Premises on the plans and on Attachment 2.

2. Use.

(a) Lessee shall have the right to use the Premises for providing communication services, including but not limited to the transmission and reception of radio communication signals on various frequencies. Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility. "Lessee's Facility" means Lessee's communications equipment installed on the Premises, including antennas, antenna support structures, poles, dishes or masts, radio frequency transmitting and receiving equipment, primary, back-up and temporary power units, interconnection equipment, equipment cabinets, cabling, wiring, lines, conduits, pipes and accessories, as the same may be modified, added to, substituted and/or reconfigured from time to time.

(b) Lessee shall at all times comply with all applicable laws, codes, rules and regulations relating to Lessee's use of the Premises and conduct of Lessee's business at the Premises.

3. Term.

(a) The term of this Lease ("Term") shall be ten (10) years commencing on the first to occur of (i) the date a building permit is issued to Lessee for construction of Lessee's Facility or (ii) 12 months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon issuance of the permit.

(b) Lessee shall have the right to extend the Term for four (4) additional periods of five (5) years each (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least 90 days prior to expiration of the Term or the then-existing Renewal Term, as the case may be.

(c) If Lessee remains in possession of the Premises at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions for a further period of one year, and for like annual periods thereafter, until and unless terminated by either party by giving the other party, at least 90 days before the end of such additional period, written notice that no further extensions shall occur under this provision.

(d) Notwithstanding any contrary provisions of this Section 3, in no event shall the Term, Renewal Terms and automatic annual extensions of this Lease exceed a total of thirty five (35) years.

4. Rent.

(a) The annual rent for the Premises ("Annual Rent") initially shall be twelve thousand (\$12,000.00) Dollars. Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each month beginning on the Commencement Date. If the Commencement Date occurs on a date other than the first day of a month, and/or if the Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time in writing at least 30 days prior to any rent payment date.

ORIGINAL COPY

(b) The Annual Rent shall be adjusted on January 1 of each year throughout the Term and each Renewal Term and each extension under Paragraph 3(c) by multiplying the initial Annual Rent by a fraction the numerator of which is the Index (defined below) most recently published prior to January 1 of the year in which the adjustment occurs and the denominator of which is the Index most recently published prior to January 1 of the year in which the Commencement Date occurs. "Index" means the United States Department of Labor, Bureau of Labor Statistics ("Bureau") Consumer Price Index (base year 1982-84 = 100) for Urban Wage Earners and Clerical Workers for the Los Angeles-Anaheim-Riverside area in which Lessor's Property is located (all items). If the Index is changed so that the base year differs from that set forth above, the Index shall be converted in accordance with the conversion factor published by the Bureau. If the Index is discontinued or changed so that it is not practical to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

5. Improvement; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter Lessor's Property for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests to determine the suitability of the Premises for Lessee's Facility and to prepare for the construction of Lessee's Facility. Lessee shall restore any property affected by the testing.

(b) The final plans and precise location of the Premises and Lessee's Facility shall be subject to the prior written approval of Lessor, which may be given by initialing and returning to Lessee a copy of the final plans.

(c) Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's Facility and to install utility lines and transmission lines connecting antennas, transmitters, receivers, and other equipment. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

(d) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Lessee. Lessor hereby grants to Lessee such rights of ingress and egress over Lessor's Property as may be necessary and consistent with the authorized use of the Premises. Subject to Lessor's reasonable rules, Lessor shall permit Lessee's employees, agents, contractors, subcontractors and invitees to park vehicles on Lessor's Property as necessary and consistent with the authorized use of the Premises. Lessor shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner sufficient to allow access.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including emergency or back-up battery or transportable generator power). Subject to Lessor's approval of the location, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facility. Upon Lessee's request, Lessor shall execute and record easement(s) evidencing this right.

6. Interference with Communications.

(a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses which exist on Lessor's Property on the date this Lease is fully executed ("Pre-existing Communications Facilities"); and Lessee's Facility shall comply with all non-interference rules of the Federal Communications Commission.

(b) Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring an action against the interfering party to enjoin such interference. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be deemed interference.

(c) If Lessor receives any request to locate any communications transmitting equipment on Lessor's Property from any third party (a "Carrier"), Lessor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of Lessee's Facility and requiring the Carrier to comply with all the provisions set forth in the "Technical Requirements for Third Party Co-Location" attached to this Lease as Attachment 3 in designing,

locating and operating its transmitting equipment and in reconfiguring or changing the frequency or operation of such equipment.

7. Taxes, Utilities and Maintenance.

(a) If for any reason Lessee's Facility is assessed for tax purposes as part of Lessor's Property, Lessee shall reimburse Lessor any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due 30 days following Lessee's receipt of a written request and reasonable evidence of the increase.

(b) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facility. If practicable, Lessee shall install at Lessee's expense a separate electric meter and pay for electricity directly. If electricity is provided by Lessor, Lessee shall pay to Lessor a fixed monthly payment reasonably related to the cost at the then-current utility rate of Lessee's estimated annual electricity consumption, which payment shall be adjusted by annual audits of actual electricity consumption and cost.

(c) Lessee shall maintain the Premises throughout the Term and all Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to the Premises except as stated in Section 10 below and except for damage to the Premises caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees.

8. Termination.

(a) This Lease may be terminated by Lessee without further liability on 30 days prior written notice to Lessor (or any shorter notice expressly set forth below), if:

(i) Lessee delivers to Lessor such 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Lessee determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Lessee to install and operate Lessee's Facility cannot be obtained or renewed at acceptable expense or in an acceptable time period;

(iii) Lessee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Lessee pays Lessor as a termination fee the lesser of three monthly installments of Annual Rent or the balance of the Annual Rent due for the remaining term of this Lease ;

(iv) Any Pre-existing Communications Facilities, or any communications facilities or other structures of any kind now or hereafter located in the vicinity of Lessor's Property, interfere with Lessee's Facility and Lessee is unable to correct such interference through reasonably feasible means;

(v) Lessor commits a default under this Lease (other than under Section 5 or Section 6 above) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Lessor commences to cure the default within the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 above and fails to cure such default within five (rather than 30) days after receiving written notice of such default; or

(vi) The Premises are totally or partially destroyed by fire or other casualty so as, in Lessee's judgment, to hinder Lessee's normal operations and Lessor does not provide to Lessee within ten days after the casualty occurs a suitable temporary relocation site for Lessee's Facility pending repair and restoration of the Premises.

(b) This Lease may be terminated by Lessor without further liability if:

(i) Lessee commits a default under this Lease and fails to cure such default within (A) ten business days after Lessee receives written notice of the default, where the default is a failure to pay rent when due, or (B) 30 days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or

(ii) The Premises or Lessor's Property is wholly or partially damaged or destroyed, Lessor intends to effect repair but cannot practicably do so while Lessee remains in possession of the Premises, the reasonably estimated time to effect repair will exceed 90 days and Lessor and Lessee are unable to identify a temporary site pursuant to Section 9(b).

(c) Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Lease which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. Destruction of Premises.

(a) If the Premises or Lessor's Property is damaged or destroyed so as, in Lessee's judgment, to hinder Lessee's normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee is able to commence normal operations.

(b) If Lessee's normal operations are hindered due to damage or destruction, Lessor shall use reasonable efforts to identify and make available to Lessee, within ten days following the damage or destruction, a temporary site on Lessor's Property (or on other property Lessor owns or controls in the vicinity) which in Lessee's judgment is equally suitable for Lessee's intended uses. Lessee may construct and operate a substitute mobile/wireless communications facility thereon until the Premises are fully repaired and available to Lessee for reinstallation of Lessee's Facility.

(c) Lessor and Lessee waive any statutory rights to terminate this Lease on account of damage or destruction.

10. Title to and Removal of Lessee's Facility. Title to Lessee's Facility and any equipment placed on the Premises by Lessee shall be held solely by Lessee. All of Lessee's Facility shall remain the property of Lessee and shall not become a part of Lessor's Property even though affixed thereto. Lessee has the right and obligation at its sole expense to remove all of Lessee's Facility on or before the expiration of this Lease or within 60 days after any earlier termination of this Lease, except that Lessee is not obligated to remove below grade support footings or pads. Lessee shall repair any damage to Lessor's Property caused by such removal and restore the Premises to good condition, less ordinary wear and tear.

11. Insurance. During the Term and any Renewal Term, and thereafter until the removals required under Section 10 are complete, and prior to the Commencement Date if Lessee enters Lessor's Property under Section 5(a), Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an additional insured, providing coverage of \$1,000,000 per occurrence for bodily injury and property damage. City of San Diego to be included as an additional insured.

12. Indemnification; Waiver of Subrogation.

(a) Lessee shall indemnify, defend, protect and hold harmless Lessor, its affiliates, and the City of San Diego and each of their directors, officers, partners, shareholders, agents and employees from and against (i) any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of the Premises by Lessee or its employees, agents, contractors, subcontractors, subtenants or invitees or the condition or operation of Lessee's Facility, and (ii) any mechanic's or materialman's liens filed in connection with any work done on the Premises or Lessor's Property by or at the request or direction of Lessee. Lessee shall, following request by Lessor, cause any such mechanic's or materialman's liens to be released by posting an appropriate release bond therefor.

(b) Lessor shall indemnify, defend, protect and hold harmless Lessee, its affiliates, and each of their directors, officers, partners, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Lessor's Property by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of Lessor's Property; provided that Lessor, its affiliates and each of their directors, officers, partners, shareholders, agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority, interruption of utility service or other cause beyond their reasonable control and not resulting from, or contributed to by, their negligence.

(c) Notwithstanding any contrary provision of this Lease, each party hereby waives any right to recover from the other party or other party's partners, affiliates, agents and employees any loss or damage resulting from any cause or hazard to the extent the loss or damage is covered by property insurance carried by the party suffering loss or damage, including any loss or damage resulting from loss of the use of any

property and provided that at the time of loss the property insurers for both parties have waived rights of subrogation. These waivers shall apply between the parties and to any property insurer claiming under or through either party as a result of any asserted right of subrogation, unless any property insurer has not waived its right of subrogation (in which case these waivers shall have no effect). Lessor and Lessee each shall use diligent efforts to cause its respective property insurer to include in the insurance policy an endorsement or clause waiving the insurer's rights of subrogation against Lessee and Lessor, respectively.

13. Title; Quiet Enjoyment; Subordination.

(a) Lessor warrants that (i) it owns good and sufficient title to and interest in Lessor's Property, (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting Lessor's Property which impede or adversely affect Lessee's intended use of the Premises, (iii) Lessor has full right, power and authority to execute, deliver and perform this Lease and (iv) so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the Term and any Renewal Term.

(b) Lessor shall use its best efforts to obtain from each holder of a ground or underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Premises with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future ground or underlying lease, mortgage, deed of trust or lien affecting the Premises, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

14. Environmental. Lessor represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

15. Resolution of Disputes.

(a) Except as set forth in subsection (c) below, all controversies arising out of or relating to this Lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in the county in which Lessor's Property is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

(b) The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.

(c) Notwithstanding any provision of this Section 15 to the contrary, Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

(d) The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 16 (f).

16. Miscellaneous.

(a) If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is invalid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed and, unless otherwise specified herein, shall be deemed given if the requesting party does not receive a written notice stating the reasons for disapproval within ten business days of submitting a written request for consent or approval.

(e) This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

(f) In the event of any dispute or legal proceeding (including arbitration under Section 15) between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

(g) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(h) Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

(i) Time is of the essence of this Lease.

(j) Concurrently with execution of this Lease, Lessor and Lessee shall execute and acknowledge before a notary public a Memorandum of Lease in the form attached to this Lease as Attachment 4. Lessee at its expense may record the Memorandum of Lease in the real property records for the county in which Lessor's Property is located.

(k) This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

(1) This Lease shall not be effective until the Lease has been approved in writing by the Real Estate Assets Department of the City of San Diego and the written consent to the leasing of the Premises to Lessee has been obtained from Airtouch Cellular, a Licensee of a portion of Lessor's Property.

IN WITNESS WHEREOF, the parties have executed this Lease as of December 30th, 1996.

LESSOR:

YMCA OF SAN DIEGO COUNTY
a California nonprofit public benefit corporation

By: Richard A. Collato

Name: RICHARD A. COLLATO

Title: PRESIDENT

Tax I.D., No. 95-2039198

Lessor's Address, Phone and Fax:
4715 Viewridge Avenue Ste. 100
San Diego, California 92123
Attn: John Marciano

Tel: (619) 292-4034
Fax: (619) 292-0045

LESSEE:

COX CALIFORNIA PCS, INC.
a Delaware corporation

By: Debbie S. Horning

Name: Debbie S. Horning
Title: Vice President, Technical Operations

Lessee's Address, Phone and Fax:

~~18200 Von Karman Avenue~~ 2646 Dupont Avenue
~~Irvine, California 92612~~ Suite 20-608
Attn: Robbie Frazier
Property Manager Irvine, CA 92612
Tel: (714) 623-5786
Fax: (714) 623-5790
Attn: Robbie Frazier
Property manager

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Parcel 1:

Lot 10 of Penasquitos Towne Centre Unit 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11092, filed in the Office of the County Recorder of San Diego County, November 29, 1984.

Parcel 2:

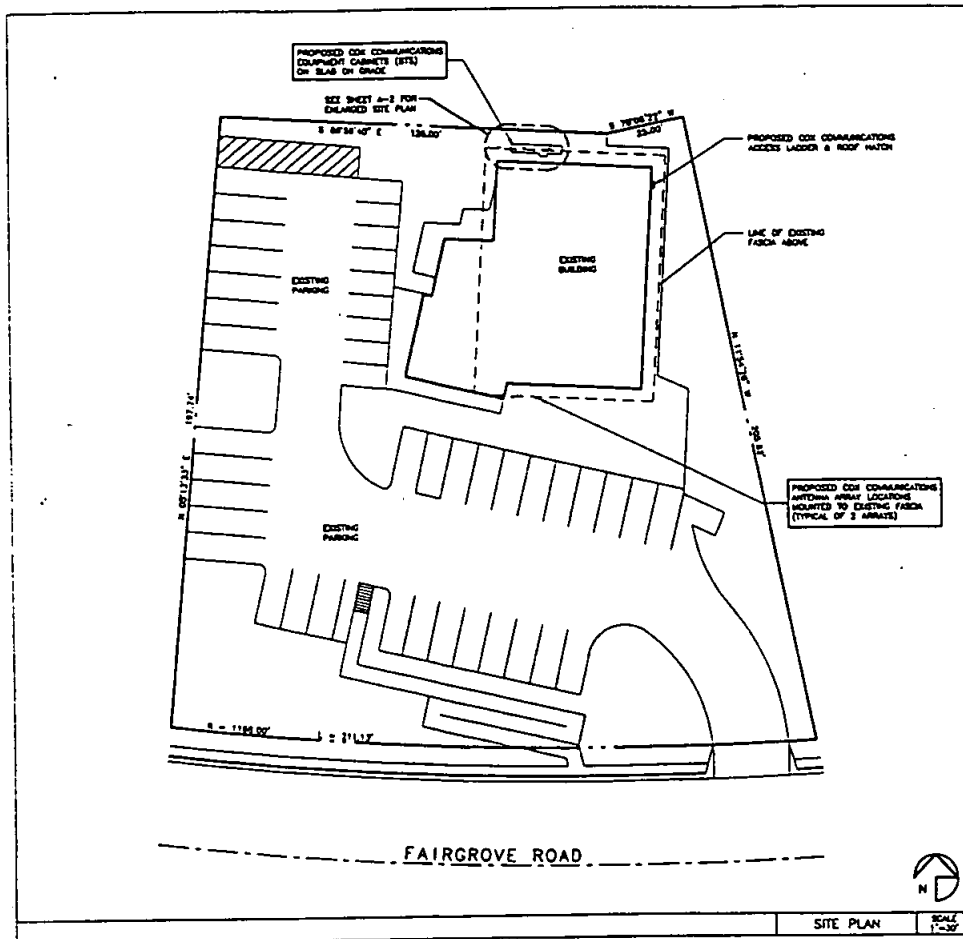
All improvements (including without limitation trade fixtures, structures, installations and additions, but excepting operator-owned machines, appliances, equipment [other than trade fixtures] and other items of personal property) now or hereafter place on the land.

DEPICTION OF THE PREMISES
AND LESSEE'S FACILITY

(SEE ATTACHED)

ATTACHMENT 2





PROJECT DESCRIPTION

INSTALLATION OF A BASE TRANSCODER STATION (BTS) LOCATED NORTH OF EXISTING BUILDING
 INSTALLATION OF ANTENNA ARRAYS ON NORTH AND SOUTH ELEVATIONS
 2 ARRAYS/2 ANTENNAS FOR ARRAY/2 ANTENNAS TOTAL
 ANTENNAS SHALL BE MOUNTED TO FACIA
 INSTALLATION OF TWO (2) 4' GPS ANTENNAS
 COARSE CABLE RUN FROM BTS TO ANTENNAS
 A NEW 100A ELECTRICAL SERVICE RUN TO BTS
 NEW UNUSUAL TRANSFER SWITCH AND
 GENERATOR PLUG FOR CHECKOUT POWER
 BTS AREA IS APPROXIMATELY 176 SQUARE FEET

LEGAL DESCRIPTION

SITUATED IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:
 LOT 10 OF THE PROSPECTS TOWNE CENTRE UNIT #1, FILED AS MAP NUMBER 11082 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO.

PROJECT STATISTICS

SITE AREA: 36,168 SF = .83 ACRES
 AREA OF EXISTING BUILDING: 4894 SF
 ZONING: CA

BUILDING DATA

OCCUPANCY EXISTING BUILDING: A 2.1
 OCCUPANCY PROPOSED PROJECT: B
 TYPE OF CONSTRUCTION (EXISTING): V 1-HOUR
 AREA PROPOSED PROJECT: 176 SF
 STORIES (EXISTING): ONE

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF
 ARCHITECTURAL & ENGINEERING
 DRAWINGS IS THE PROPERTY OF
 COX COMMUNICATIONS, INC. AND IS
 NOT TO BE REPRODUCED OR
 TRANSMITTED IN ANY FORM OR
 BY ANY MEANS, ELECTRONIC OR
 MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING,
 OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL
 SYSTEM, WITHOUT THE
 WRITTEN PERMISSION OF
 COX COMMUNICATIONS, INC.

FINAL LUP 1.3

10/2/86

DRAWN BY: RJR

CHECKED BY: WB

REVISIONS

DATE	DESCRIPTION	INITIAL
10/2/86	LADDER & HATCH	RJR
11/7/86	BTS LOCATION	RJR

COX
COMMUNICATIONS

Booth & Co.
ARCHITECTS
1000 LA JOLLA VILLAGE DRIVE
SAN DIEGO, CA 92161
(619) 594-1111

CARNEL MOUNTAIN
 6446 FAIRGROVE LANE
 SAN DIEGO, CA 92123
 JOB# SD171-1

SITE PLAN

CASE NUMBER

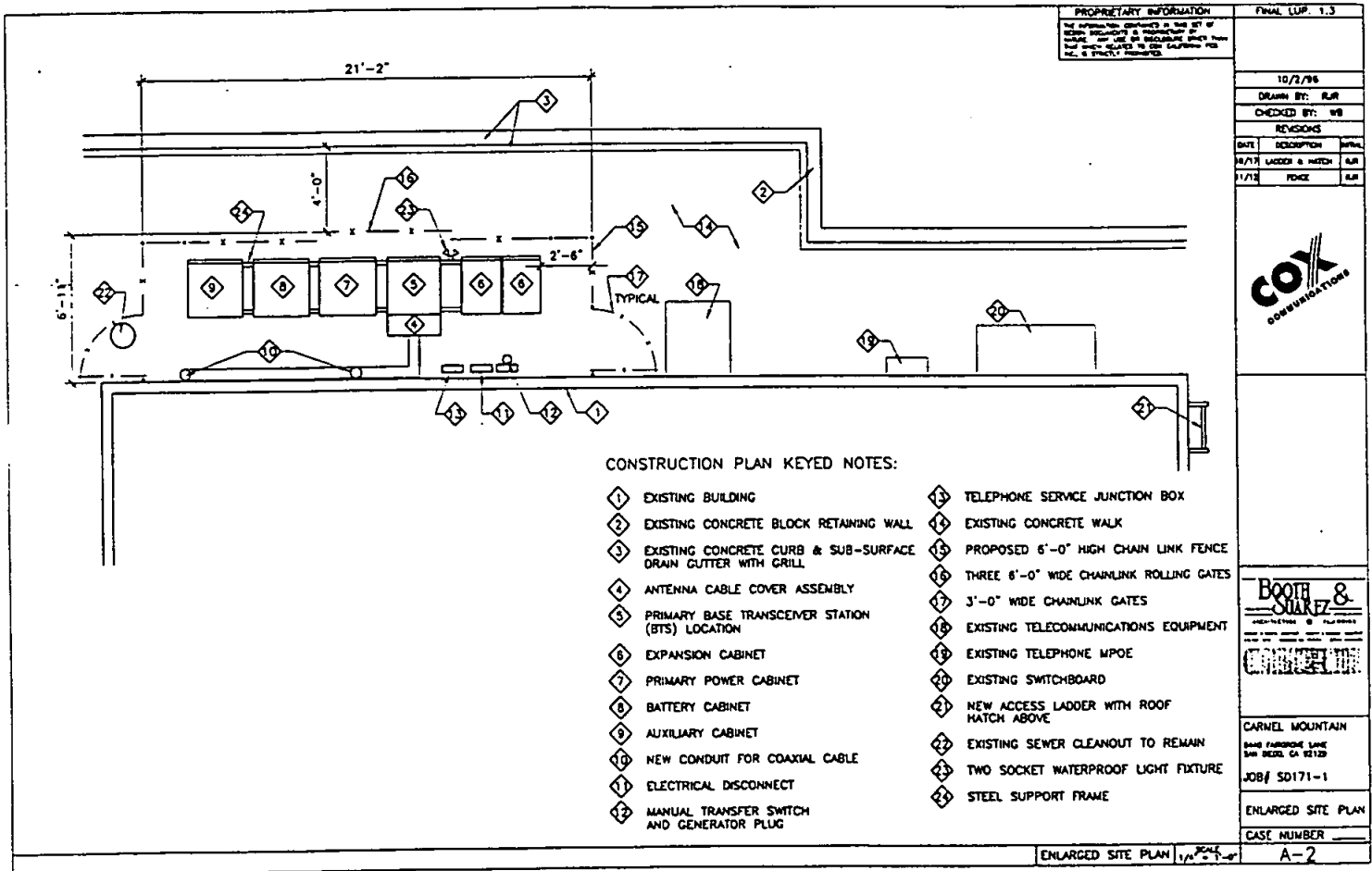
A-1

SITE PLAN



SCALE
1"=30'

[Handwritten signature]

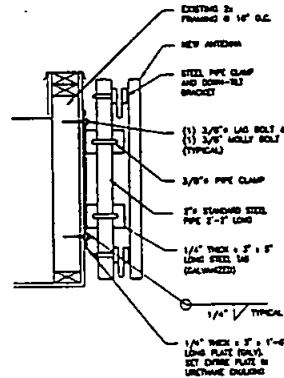
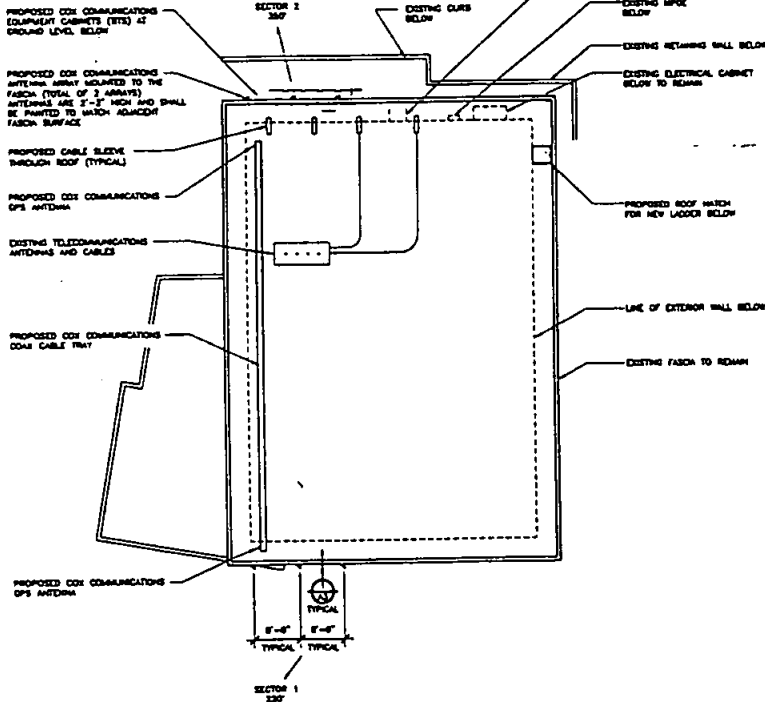


PROPRIETARY INFORMATION
 Not for publication. This drawing is the property of Cox Communications and is not to be reproduced or used in any manner without the written consent of Cox Communications.

FINAL LUP: 1.3		
10/2/96		
DRAWN BY: EJR		
CHECKED BY: WB		
REVISIONS		
DATE	DESCRIPTION	BY
10/2/96	LAYOUT & MATCH	EJR
11/12	POKE	EJR
CARNEL MOUNTAIN		
8000 FARMHOUSE LANE		
SAN DIEGO, CA 92120		
JOB# SD171-1		
ENLARGED SITE PLAN		
CASE NUMBER		
A-2		

CONSTRUCTION PLAN KEYED NOTES:

- | | |
|--|---|
| 1 EXISTING BUILDING | 13 TELEPHONE SERVICE JUNCTION BOX |
| 2 EXISTING CONCRETE BLOCK RETAINING WALL | 14 EXISTING CONCRETE WALK |
| 3 EXISTING CONCRETE CURB & SUB-SURFACE DRAIN GUTTER WITH GRILL | 15 PROPOSED 6'-0" HIGH CHAIN LINK FENCE |
| 4 ANTENNA CABLE COVER ASSEMBLY | 16 THREE 6'-0" WIDE CHAINLINK ROLLING GATES |
| 5 PRIMARY BASE TRANSCEIVER STATION (BTS) LOCATION | 17 3'-0" WIDE CHAINLINK GATES |
| 6 EXPANSION CABINET | 18 EXISTING TELECOMMUNICATIONS EQUIPMENT |
| 7 PRIMARY POWER CABINET | 19 EXISTING TELEPHONE MPOE |
| 8 BATTERY CABINET | 20 EXISTING SWITCHBOARD |
| 9 AUXILIARY CABINET | 21 NEW ACCESS LADDER WITH ROOF HATCH ABOVE |
| 10 NEW CONDUIT FOR COAXIAL CABLE | 22 EXISTING SEWER CLEANOUT TO REMAIN |
| 11 ELECTRICAL DISCONNECT | 23 TWO SOCKET WATERPROOF LIGHT FIXTURE |
| 12 MANUAL TRANSFER SWITCH AND GENERATOR PLUG | 24 STEEL SUPPORT FRAME |



ANTENNA MOUNT SCALE 1/8"=1'-0"

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF COX COMMUNICATIONS, INC. AND IS NOT TO BE DISCLOSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF COX COMMUNICATIONS, INC. IT IS HEREBY FORWARDED

FINAL LUP. 1.3

10/2/96

DRAWN BY: EJR

CHECKED BY: MB

REVISIONS

DATE	DESCRIPTION	SERIAL
10/17	LADDER & PATCH	EJR
10/17	ANTENNA MOUNT	EJR
10/20	ANTENNA DETAIL	EJR
11/12	SITE LOCATION	EJR



CARNEL MOUNTAIN

3440 PARKVIEW LANE

SAN DIEGO, CA 92128

JOB# SD171-1

ROOF PLAN

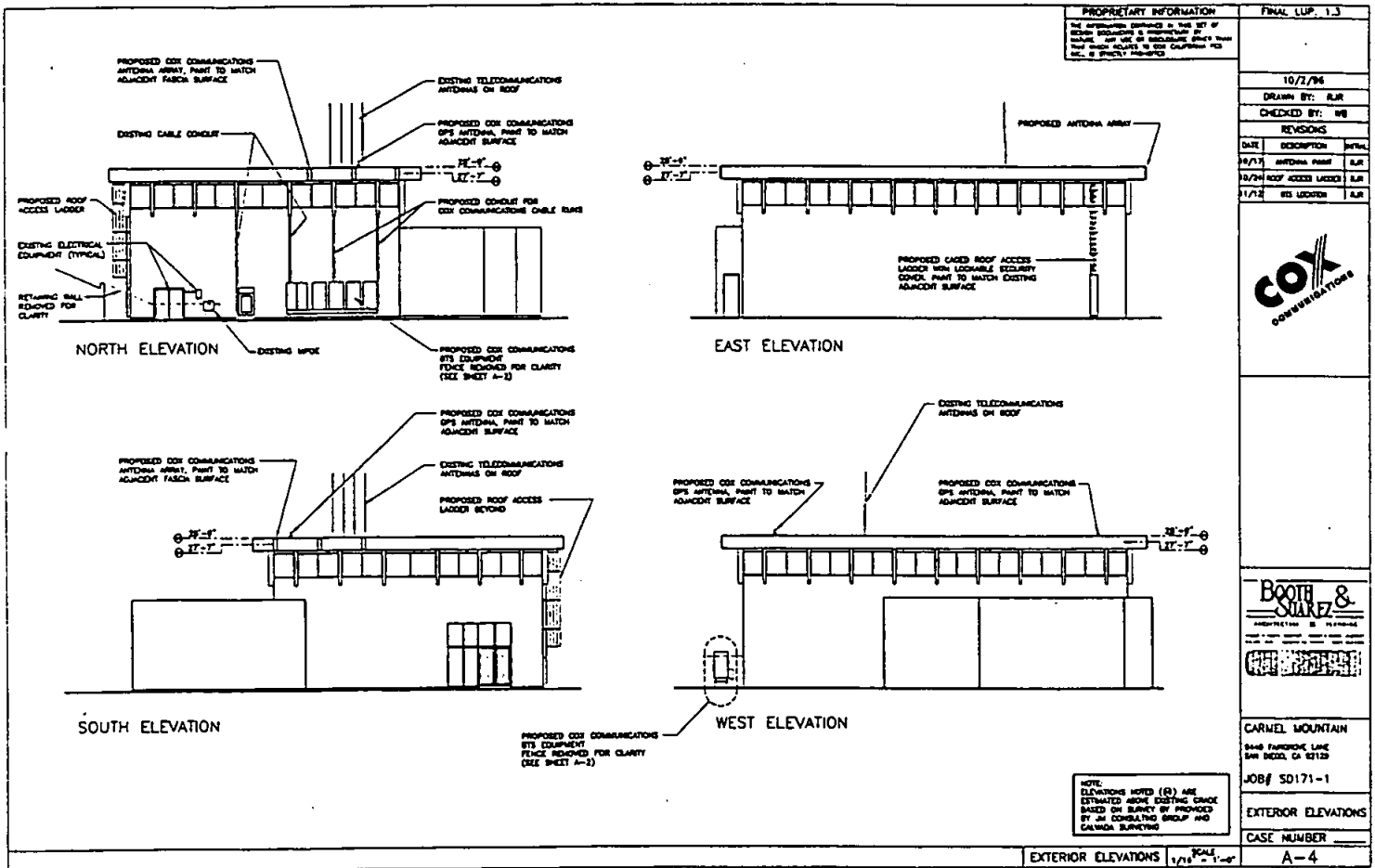
CASE NUMBER

A-3



ROOF PLAN SCALE 1/8"=1'-0"

Handwritten signature



Handwritten signature/initials

TECHNICAL REQUIREMENTS
FOR THIRD PARTY CO-LOCATION

In order for Lessor to permit a Carrier to locate on Lessor's Property or to reconfigure or change frequency or operation of the Carrier's communications facilities, both the approvals set forth in Sections 1 and 4 below must be obtained from Lessee, according to the following procedures.

1. Lessor shall obtain preliminary plans and technical specifications for the proposed facility from the carrier and shall submit the same to Lessee. Lessee shall have 15 business days to respond to Lessor in writing with preliminary comments concerning the Carrier's proposed plans and specifications and Lessee's approval or disapproval of such plans and specifications.

2. If the Carrier's plans and specifications are not approved by Lessee, then the Lessor shall instruct the Carrier to revise its plans and specifications to meet the objections thereto set forth in Lessee's written disapproval. No construction, installation, testing or operation of the Carrier's transmitting/receiving equipment shall be permitted by Lessor unless and until Lessee approves Carrier's plans and specifications.

3. If the Carrier's plans and specifications are approved by Lessee, Lessor shall notify Lessee in writing as to the scheduled date and time of commencement of construction and installation of the Carrier's transmitting/receiving equipment, not less than five business days prior to such date.

4. Lessor shall also notify Lessee in writing five business days prior to the Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test shall be conducted jointly by Lessee and the Carrier and shall measure:

(a) The signal transmit levels at the output after the final filter stage on the Carrier's transmit line with all transmitters keyed up at maximum power;

(b) Antenna isolation between the output of the final filter stage on the Carrier's transmit line and input to Lessee's first receive filter in the base station in Lessee's frequency band of operation;

(c) The combination of (i) worst case level measured out of the Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -114dBm in Lessee's Federal Communications Commission receive and transmit bands of operation. If Lessee determines that it is experiencing interference, Lessee shall notify Lessor and the Carrier to immediately cease the pre-operation transmit test and Lessor shall cause the Carrier to cease such test. Thereafter, Lessee shall have two business days to submit its written approval, disapproval or conditional approval of the Carrier's intended equipment installation to Lessor.

5. It shall be the Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation transmit test and operation of the Carrier's antenna system. Any change to the Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in Sections 3 and 4 of this Attachment 3.

MEMORANDUM OF LEASE

ATTACHMENT 4

A handwritten signature in black ink, appearing to be 'H. H.' or similar, located in the bottom right corner of the page.

RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO:)

Cox California PCS, Inc.)
2381 Morse Avenue)
Irvine, California 92714)
Attn: Property Management)
Re: <project name>)

(Space above for Recorder's use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed by and between YMCA OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation, (Which aquired title as Young Mens Christian Association)("Lessor") and COX CALIFORNIA PCS, INC. a Delaware corporation ("Lessee").

RECITALS

A. Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of _____, 1996 covering certain premises and related improvements ("Premises") having a street address of 9440 Fairgrove Lane, City of San Diego, State of California, and more particularly described in Attachment 1 attached hereto and incorporated herein by this reference ("Lessor's Property").

B. Lessor and Lessee desire to record notice of the Lease in the Official Records of San Diego County, California.

NOW, THEREFORE, in consideration of the foregoing and the rents and mutual covenants set forth in the Lease, Lessor and Lessee hereby agree and declare as follows:

1. Demise. Lessor has leased and does hereby lease the Premises to Lessee, and Lessee has leased and hired and does hereby lease and hire the Premises from Lessor, all on and subject to the terms, covenants and conditions contained in the Lease together with a right of access to and from the Premises and a right to install utilities over and across Lessor's Property.

2. Term. The term of the Lease ("Term") is Ten (10) years commencing on the first to occur of (a) the date a building permit is issued to Lessee for construction of Lessee's Facility (as defined in the Lease) on the Premises or (b) twelve (12) months after the date of the Lease. Lessee has the right and option under the Lease to extend the Term for four (4) additional periods of five (5) years each.

3. Interference with Communications. The Lease provides, among other things, that Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility, and that Lessee has a right to review and approve or disapprove, according to procedures specified in the Lease, the design, location and operation of any communications transmitting equipment on Lessor's Property by any third party.

4. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.



IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum as of the date first above written.

LESSOR

LESSEE

YMCA OF SAN DIEGO COUNTY

COX CALIFORNIA PCS, INC.

By: Richard A. Collato

By: _____

Name: RICHARD A. COLLATO

Name: Debbie S. Horning

Title: PRESIDENT

Title: Vice President, Technical Operations

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On November 25, 1996 before me, Carol E. Latimer personally appeared

Richard A. Collato, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in (his) ~~her/their~~ authorized capacity(ies), and that by his ~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Carol E. Latimer (Seal)



[Handwritten mark]

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

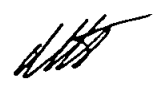
Parcel 1:

Lot 10 of Penasquitos Towne Centre Unit 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11092, filed in the Office of the County Recorder of San Diego County, November 29, 1984.

Parcel 2:

All improvements (including without limitation trade fixtures, structures, installations and additions, but excepting operator-owned machines, appliances, equipment [other than trade fixtures] and other items of personal property) now or hereafter place on the land.

ATTACHMENT 1 TO MEMORANDUM OF LEASE



First Lease Amendment
Assignment of Lease

This Amendment to the Communications Site Lease Agreement is made by and between Cox California PCS, Inc., a Delaware Corporation (LESSEE), and Cox Communications PCS, LP, a Delaware Limited Partnership (ASSIGNEE), and YMCA of San Diego County, a California nonprofit public benefit corporation, (which acquired title as Young Mens Christian Association)(LESSOR).

For value received, it is agreed by and between the parties that:

1. LESSEE hereby agrees to assign, transfer and deliver to ASSIGNEE all of LESSEE's right in and to a certain lease between LESSEE and LESSOR for premises known as:

9440 Fairgrove Lane, San Diego, Ca.

under the lease dated December 30, 1996.

2. ASSIGNEE agrees to accept said Lease, pay all rents and perform all of LESSEE's remaining obligations under the Lease accruing after the date of this amendment. ASSIGNEE further agrees to indemnify and save harmless the LESSEE from any breach of ASSIGNEE's obligations hereunder.
3. The parties acknowledge that LESSEE shall deliver possession of the lease premises to ASSIGNEE on January 1, 1997 (effective date); time being of the essence. All rights or duties accrued under the Lease prior to said date, shall be fully paid and performed by LESSEE, and thereafter by the ASSIGNEE.
4. LESSOR hereby consents to the assignment of lease, provided that:
 - a) Assent to the assignment shall not discharge LESSEE of its obligations to pay rent under the Lease in the event of breach by ASSIGNEE.
5. The parties acknowledge the lease to be in good standing and in full force and effect.

6. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this 5 day of FEBRUARY 1997.

LESSOR:

YMCA of San Diego County,
a California nonprofit public benefit corporation

By: Richard A. Collato

Name: Richard A. Collato

Title: President

LESSEE:

California PCS, Inc., a
Delaware Corporation

BY: Debbie S. Horning

Name: Debbie S. Horning

Title: Vice President Technical Operations

ASSIGNEE

Cox Communications PCS, LP,
a Delaware Limited Partnership

By: Debbie S. Horning

Name: Debbie S. Horning

Title: Vice President Cox Communications Pioneer, Inc.,
General Partner of Cox Pioneer Partnership, the
General Partner of Cox Communications PCS, LP.

March 21, 1997

Mr. John Marciano
YMCA of San Diego County
4715 Viewridge Ave., Suite 100
San Diego, Ca 92123



RE: SD171
9440 Fairgrove Lane
San Deigo, CA 92129

Dear Sir/Madam:

Reference is made to the agreement between the parties regarding the above site.

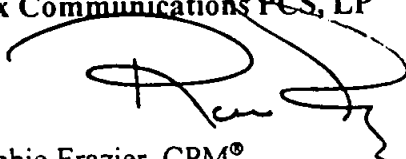
This letter will acknowledge that the agreement is modified and superseded by the following agreed change in terms:

"Notwithstanding any contrary provisions, in no event shall the Term, Renewal Terms and automatic annual extensions of this Lease exceed a total of 33 years."

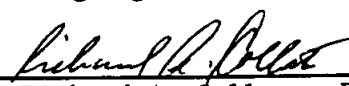
All other terms shall remain as stated.

Unless we immediately hear from you to the contrary, in writing, we shall assume said modification is mutually agreeable, and we shall proceed accordingly on the modified terms. Please acknowledge same below and return one copy for our file.

Sincerely,
Cox Communications PCS, LP


Robbie Frazier, CPM®
Regional Property Manager

The foregoing modification is acknowledged:


Richard A. Collato, President/CEO

June 24, 1997

YMCA of San Diego County
Attn.: Mr. John Marciano
4715 Viewridge Ave., Suite 100
San Diego, Ca 92123



COX COMMUNICATIONS PCS, LP.

Re: Confirmation Of Lease Dates
Site # SD171
9440 Fairgrove Lane, San Deigo, 92129

Dear Sirs:

In order to control the action dates of the recently executed Lease on the above referenced location, and so that there be certainty on such dates, please review the following and acknowledge in the appropriate space below.

1. Landlord and Tenant entered into Lease dated December 30, 1996, in which Landlord leased to Tenant and Tenant leased from Landlord the Premises described in Article 1 of the Lease the ("Premises").
2. Landlord and Tenant agree on the following dates based upon the provisions of the lease:
 - A. January 1, 1997, is the Commencement Date of the Initial Term of the Lease;
 - B. January 1, 1997, is the Rental Commencement Date of the Initial Term of the Lease;
 - C. December 31, 2006, is the Expiration Date of the Initial Term of the Lease;
 - D. September 30, 2006, is the Last Option Notice Date concerning the First Option Term of the Lease;

Page 2
Confirmation of Lease Agreement

- E. The Minimum Guaranteed Rental is \$ 12,000.00 per annum, in equal consecutive monthly installments of \$ 1,000.00 and will automatically escalate with annual CPI increases every January 1st.

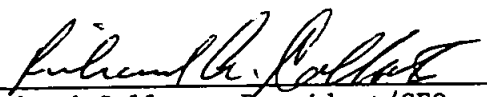
Please acknowledge below and return the duplicate of this letter in the enclosed self addressed envelope. The initial rent payment will be mailed separately.

Should you have any questions in regards to the lease or payments, please call me directly at 714-623-5786. I look forward to working with you.

Sincerely,



Robbie Frazier, CPM®
Regional Property Manager

Acknowledged By:  Date: 6/30/57
Richard Collato, President/CEO

RF/cp

Communications Site Lease
Amendment No. 2

This Amendment No. 2 to the Communications Site Lease dated 12/30/96 ("AMENDMENT"), is made by and between YMCA of San Diego County, a California nonprofit public benefit corporation, (which acquired title as Young Mens Christian Association) ("LESSOR"), and Cox Communications PCS, LP, a Delaware Limited Partnership ("LESSEE").

LESSOR and LESSEE agree to the following change:

The Technical Requirements ATTACHMENT referred to in the Communications Site Lease is hereby replaced by the enclosed Technical Requirements ATTACHMENT.

Except as provided herein, all other provisions of the Communications Site Lease shall remain in full force and effect. In the event of any conflict between this Amendment and the Communications Site Lease, the terms of the Amendment shall control.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Amendment to the Communications Site Lease on August 7, 1997.

LESSEE:

Cox Communications PCS, LP
a Delaware Limited Partnership

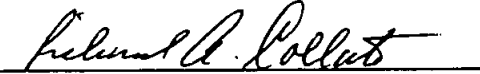
By: Cox Pioneer Partnership,
a Delaware General Partnership,
its General Partner

By: Cox Communications Pioneer, Inc.
a Delaware Corporation,
its General Partner

By: 
Name: Debbie Horning
Title: Vice President

LESSOR:

YMCA of San Diego County, a California nonprofit public benefit corporation

By: 
Name: Richard A. Collato
Title: President

TECHNICAL REQUIREMENTS
FOR THIRD PARTY COLLOCATION

In order for Lessor to permit a Carrier to locate on Lessor's Property or to reconfigure or change frequency or operation of the Carrier's communications facilities (a "Carrier Change"), both the approvals set forth in Sections 1 and 4 below must be obtained from Lessee, according to the following procedures.

1. The Carrier shall submit to Lessee preliminary plans and technical specifications for the proposed facility or the Carrier Change. Lessee shall have 15 business days to respond to Carrier in writing with Lessee's approval or disapproval of Carrier's plans and specifications.

2. If the Carrier's plans and specifications are not approved by Lessee, then the Carrier shall revise its plans and specifications to meet the objections thereto set forth in Lessee's written disapproval. No construction, installation, testing or operation of the Carrier's communications facilities shall be permitted unless and until Lessee approves the Carrier's plans and specifications.

3. If the Carrier's plans and specifications are approved by Lessee, the Carrier shall notify Lessee in writing as to the scheduled date and time of commencement of construction and installation of the Carrier's transmitting/receiving equipment, or the implementation of the Carrier Change, as the case may be, not less than five business days prior to such date.

4. The Carrier also shall notify Lessee in writing five business days prior to the Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test shall be conducted jointly by Lessee and the Carrier and shall measure:

(a) The signal transmit levels at the output after the final filter stage on the Carrier's transmit line with all transmitters keyed up at maximum power;

(b) Antenna isolation between the output of the final filter stage on the Carrier's transmit line and input line to Lessee's first receive filter in the base station in Lessee's frequency band of operation;

(c) The combination of (i) worst case level measured out of the Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -114dBm in Lessee's Federal Communications Commission receive and transmit bands of operation. If Lessee determines that it is experiencing interference, Lessee shall notify the Carrier to immediately cease the pre-operation or pre-Carrier Change transmit test and the Carrier shall immediately cease such test. Thereafter, Lessee shall have two business days to submit to the Carrier Lessee's written approval, disapproval or conditional approval of the Carrier's intended equipment installation or Carrier Change.

It shall be the Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation or pre-Carrier Change transmit test and operation of the Carrier's antenna system. Any change to the Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in Sections 1 and 4 of this Attachment 3.

Lessee may condition its approval of a collocating Carrier's plans and specifications and/or equipment installations on such Carrier paying to Lessee an equitable share of the costs Lessee incurs to design, permit, construct, install, maintain and replace any Common Facilities. For this purpose, "Common Facilities" means any equipment, facilities, structures and improvements Lessee installs at the Premises or Lessor's Property which the collocating Carrier will use or benefit from, such as but not limited to screening, conduits and similar facilities.

Notice of Communications Site Lease Assignment

December 31, 1997

Mr. John Marciano
YMCA of San Diego County
4715 Viewridge Ave., Suite 100
San Diego, Ca 92123

Re: Notice to Assign Communications Site Lease
SD171
9440 Fairgrove Lane
San Deigo

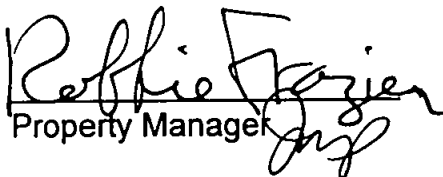
Dear Sir/Madam:

You are hereby notified that, in accordance with the provisions of the below-referenced Agreement effective February 1, 1998, Cox Communications PCS, L.P. (successor-in-interest to Cox California PCS, Inc.) has assigned its rights and obligations under the Communications Site Lease dated 12/30/96 with YMCA of San Diego County, a California nonprofit public benefit corporation to Cox PCS Assets, L.L.C., a wholly-owned subsidiary of Cox Communications PCS, L.P. Cox PCS Assets, L.L.C. has assumed all of the rights, duties and obligations of Cox Communications PCS, L.P. under the Agreement.

Please direct any further correspondence (or payments, if applicable) to the following:

Robbie Frazier
949 ~~(714)~~ 623-5786
Cox Communications PCS, LP
P.O. Box 14607
Irvine, CA 92623-4607

Sincerely,


Property Manager



November 19, 2002

Via: FEDEX Ground

YMCA OF SAN DIEGO COUNTY
4715 VIEWRIDGE AVE STE 100
SAN DIEGO, CA 92123-1628

Re: NOTICE TO CELL SITE LANDLORDS
Landlord Name: YMCA OF SAN DIEGO COUNTY
Site Number: SD03XC171
Site Address: 5410 FARGO GROVE LANE, SAN DIEGO, CA

Rancher

Dear Sir or Madam:

This letter contains important information regarding the Sprint wireless communications facility ("cell site") located on your property. You should retain this letter and update your records accordingly. Be sure to reference the above Site Number in all communications.

Please be advised that the official notice address for Sprint has changed. For the purpose of this letter, "Sprint" includes all affiliated and subsidiary entities such as Sprint Spectrum L.P.; Sprint Spectrum Realty Company, L.P.; SprintCom, Inc.; APC Realty & Equipment Company, LLC; Sprint PCS Assets, L.L.C. (f/k/a Cox PCS Assets, L.L.C.), Sprint Sites USA, etc. Please send all future notices, correspondence, and inquiries regarding the above-referenced cell site to the following address:

Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650
Sprint PCS Site No.: SD03XC171

With a copy to: Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, KS 66251-2020
Attention: Sprint PCS Real Estate Attorney
Sprint PCS Site No.: SD03XC171

We are committed to maintaining a positive relationship with our cell site landlords. For assistance regarding all site-related issues, you may contact the National Lease Management Group via our toll-free hotline at 800-357-7641.

Sincerely,

National Lease Manager